

Cambridge Pixel - Conditions Of Business V1.6

General - A Contract shall only exist upon our written acceptance of the customer's written order. Any orders accepted by us are accepted subject to these terms and conditions. In the event of customers orders containing special instructions, such conditions will be of no affect and this and the following conditions only shall apply to the Contract.

Acceptance - The customer's order in pursuance of any quotation must be in writing accompanied by sufficient information to enable us to proceed with the order. The customer will be responsible for any extra cost incurred by any subsequent amendment of his requirements not provided for in the order or in the quotation.

Cancellation - Orders accepted by us cannot be cancelled except with our consent in writing and we may, as a condition of giving that consent, require payment of such amount as will indemnify us against all loss and expense.

Drawings and Instructions - We shall retain the property and copyright in all designs, descriptions, drawings and other particulars supplied with this quotation. Such designs, descriptions, drawings and other particulars are thought to be accurate but they are intended only to present general ideas of the goods described herein and will not form part of the contract.

Delivery or Completion - The time given for delivery or completion shall date from the receipt by us of the final information to enable us to clearly interpret the customer's requirements. We will try to deliver or complete within the time quoted but we shall incur no liability from delay in delivery or completion and time for delivery shall not be of the essence.

Tests - The price quoted includes for the product to be tested at our works to our normal standards. If special tests are required these will incur additional costs.

Despatch - Prices quoted are ex works from Cambridge, UK.

Terms of Payment - Unless otherwise agreed in writing as a specific term of the Contract, the standard payment shall be payment in advance of goods shipped or work undertaken.

Passing the Property - The property in the goods and beneficial ownership thereof shall remain in the seller until the purchaser has paid the full price as well as any other payments due to the seller.

Warranty - In the event of any defect occurring in a product supplied by the Seller within 12 months of the invoice date, the product will be repaired or updated by the Seller, provided that the product is being used in the recommended method and has inputs within the specified operating range. The Seller shall not be liable for any loss, damage, injury, delay or expense, whether direct, indirect or consequential to the customer, or to any person or to any property caused by or arising out of and product or service supplied by the seller.

Indemnity - The Seller shall not be liable for, and the customer shall indemnify and hold harmless the Seller for all claims arising out of the application of the Seller's product to the customer's designs and products.

Use of Information - Information provided by the Seller as part of any quotation shall be used solely for the purposes of evaluating the quotation and specifically shall not be used for the purposes of designing, manufacturing or obtaining quotations of similar equipment. Software provided by the seller shall only be used on the specific individual installation for which it was originally supplied, subject to the terms of the software licensing agreement, and shall not be copied or used, in whole or part, without the seller's prior written consent.

Legal Construction - The construction and operation of any quotation and of any contract between the Seller and the customer is to be construed and governed in all respects in accordance with English Law.

Privacy - Our use of your personal data is governed by our Privacy Policy, which may be viewed at <https://www.cambridgepixel.com/privacy.asp>.